

Exhibit 15

MEMORANDUM OF UNDERSTANDING BETWEEN
CGI FEDERAL INC. AND
CALIFORNIA AFFORDABLE HOUSING INITIATIVES, INC.

I. PARTIES

This document constitutes an agreement dated as of December 1, 2009 (the “Effective Date”) between CGI Federal Inc. (“CGI”) and California Affordable Housing Initiatives, Inc. (“CAHI”). CGI and CAHI are referred to individually as a “Party” and jointly as “Parties”.

II. PURPOSE

A. Background

- The Department of Housing and Urban Development (HUD) intends to issue a solicitation from qualified Public Housing Agencies or their instrumentalities for Administration of its Project-Based Section 8 Housing Assistance Contracts.
- CAHI intends to submit to HUD a proposal to provide Contract Administration services in Northern California. If CAHI is selected as the Contract Administrator in Northern California, it is anticipated that CAHI and HUD will enter into an Annual Contributions Contract (ACC) for Contract Administration services.
- CAHI has selected CGI as its subcontractor to provide the business process services required under the ACC. Based on CGI’s qualifications, experience and ability to perform certain Section 8 contract administration activities as described below.
- The parties acknowledge that this is a binding agreement between the two parties and that in the event HUD and CAHI execute an ACC for Project-Based Section 8 Administration in Northern California, CAHI will enter into a subcontract with CGI to coincide with the term of the ACC and any subsequent extensions thereof for provision of services described below.

B. Purpose

The purpose of this Memorandum of Understanding (MOU) (hereinafter referred to as “Agreement”) is to establish a mutually agreed upon partnership for submitting a proposal in response to HUD’s solicitation (Proposal Phase) and, if and when the ACC contract is awarded to CAHI, to begin contract negotiations for a subcontract between CAHI and CGI. This MOU will establish the general framework for the joint creation of the proposal, establish roles and responsibilities for both the proposal effort and the contract administration services under the ACC, and define the scope of each party’s efforts.

III. ROLES AND RESPONSIBILITIES OF THE PARTIES DURING PROPOSAL EFFORTS

A. General

CGI and CAHI will each be responsible for the respective roles and responsibilities as defined below.

B. Proposal Preparation Costs

Neither CAHI nor CGI will receive compensations during the proposal phase. CGI agrees to pay for all professional services required to complete the proposal to HUD, with assistance from CAHI on a number of operational logistics areas, i.e. budgets, qualifications and how the operating models will be structured.

Fees associated with the start-up and operations phase will be negotiated and made a part of the subsequent subcontract agreement between the Parties.

C. Roles and Responsibilities

This section outlines the respective roles and responsibilities of the parties.

- CAHI Responsibilities:
 - Governance of the Non-Profit, including monitoring of CGI business partner
 - Act as HUD liaison with the Contract Administrator Oversight Monitor, including coordination of state operational policies.
 - Oversight of quality control and training/regulatory compliance functions.
 - Oversight of Oakland Housing Authority Audit activities related to PBCA.
 - Federal Depository Solicitation and Agreement.
 - Initiate electronic funds transfer to owners.
 - Perform outreach to owners and owner associations.
 - Signature authority on all contract renewals.
- CGI Responsibilities:
 - **Proposal Phase:** Prepare a proposal for contract administration services in response to a HUD solicitation.
 - **Start-Up Phase:** Complete start-up of contract administration operation, including Board training, staffing, facilities preparation, technology deployment, file transfer, and all other tasks necessary to successfully complete HUD's Readiness Review for all tasks under the ACC.
 - **Implementation and Operations Phase:** Perform all Performance-Based Contract Administration tasks set forth in the ACC, with the exception of the annual audit and certain quality control and HUD reporting functions.

IV. RELATIONSHIP OF THE PARTIES

The parties are, and will each act as, independent contractors in the performance of this Agreement. No action or course of dealing will be deemed to create a joint venture or any fiduciary relationship between the parties. Neither party is authorized to enter into binding contractual commitments on behalf of any other party.

referred to above preventing a subcontractor from performing its obligations under a subcontract. In the event of a Force Majeure, (i) the party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome any Force Majeure impediments to its performance and shall provide prompt notice to the other party of the Force Majeure; and (ii) the time for performance shall be extended by a period equal to the delay caused by the Force Majeure and, if warranted, the fees payable to CGI shall be equitably adjusted.

G. Severability: The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.

H. Entire Agreement: This MOU and any attachment and/or exhibits hereto contains the entire agreement between the parties and shall no be modified in any manner except by an instrument, in writing, executed by the parties or their respective successors in interest.

This MOU will be replaced by a subcontract should CAHI be awarded the HUD PBCA Contract for Northern California.

Each Party has caused its authorized representative to execute this Agreement as of the Effective Date.

CGI Federal Inc.

By: 

Name: Marybeth Garvey

Title: Vice President

CAHI

By: 

Name: Jon Gresley

Title: Chief Executive Officer

MEMORANDUM OF UNDERSTANDING BETWEEN
CGI FEDERAL INC. AND
ASSISTED HOUSING SERVICES CORPORATION

I. PARTIES

This document constitutes an agreement dated as of June 28, 2010 (the "Effective Date") between CGI Federal Inc. ("CGI") and the Assisted Housing Services Corporation (AHSC). CGI and AHSC are referred to individually as a "Party" and jointly as "Parties".

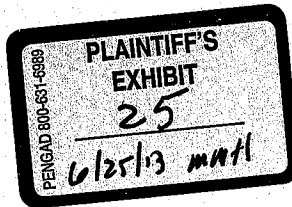
II. PURPOSE

A. Background

- The Department of Housing and Urban Development (HUD) intends to issue a solicitation from qualified Public Housing Agencies or their instrumentalities for Administration of its Project-Based Section 8 Housing Assistance Contracts.
- AHSC intends to submit to HUD a proposal to provide Contract Administration services in Virginia. If AHSC is selected as the Contract Administrator in Virginia, it is anticipated that AHSC and HUD will enter into an Annual Contributions Contract (ACC) for Contract Administration services.
- AHSC has selected CGI as its subcontractor to provide the business process services required under the ACC. Based on CGI's qualifications, experience and ability to perform certain Section 8 contract administration activities as described below.
- The parties acknowledge that this is a binding agreement between the two parties and that in the event HUD and AHSC execute an ACC for Project-Based Section 8 Administration in Virginia, AHSC will enter into a subcontract with CGI to coincide with the term of the ACC and any subsequent extensions thereof for provision of services described below.

B. Purpose

The purpose of this Memorandum of Understanding (MOU) (hereinafter referred to as "Agreement") is to establish a mutually agreed upon partnership for submitting a proposal in response to HUD's solicitation (Proposal Phase) and, if and when the ACC contract is awarded to AHSC, to begin contract negotiations for a subcontract between AHSC and CGI. This MOU will establish the general framework for the joint creation of the proposal, establish roles and responsibilities for both the proposal effort and the contract administration services under the ACC, and define the scope of each party's efforts.



III. ROLES AND RESPONSIBILITIES OF THE PARTIES DURING PROPOSAL EFFORTS

A. General

CGI and AHSC will each be responsible for the respective roles and responsibilities as defined below.

B. Proposal Preparation Costs

Neither AHSC nor CGI will receive compensations during the proposal phase. CGI agrees to pay for all professional services required to complete the proposal to HUD, with assistance from AHSC on a number of operational logistics areas, i.e. budgets, qualifications and how the operating models will be structured.

Fees associated with the start-up and operations phase will be negotiated and made a part of the subsequent subcontract agreement between the Parties.

C. Roles and Responsibilities

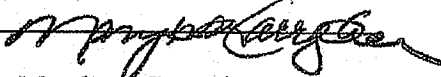
This section outlines the respective roles and responsibilities of the parties.

- **AHSC Responsibilities:**
 - Governance of the Non-Profit, including monitoring of CGI business partner
 - Act as HUD liaison with the Contract Administrator Oversight Monitor, including coordination of state operational policies.
 - Oversight of quality control and training/regulatory compliance functions.
 - Oversight of AHSC Audit activities related to PBCA.
 - Federal Depository Solicitation and Agreement.
 - Initiate electronic funds transfer to owners.
 - Perform outreach to owners and owner associations.
 - Signature authority on all contract renewals.
- **CGI Responsibilities:**
 - **Proposal Phase:** Prepare a proposal for contract administration services in response to a HUD solicitation.
 - **Start-Up Phase:** Complete start-up of contract administration operation, including Board training, staffing, facilities preparation, technology deployment, file transfer, and all other tasks necessary to successfully complete HUD's Readiness Review for all tasks under the ACC.
 - **Implementation and Operations Phase:** Perform all Performance-Based Contract Administration tasks set forth in the ACC, with the exception of the annual audit and certain quality control and HUD reporting functions.

Each Party has caused its authorized representative to execute this Agreement as of the Effective Date.

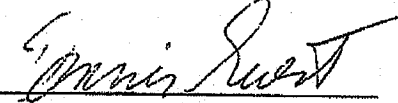
CGI Federal Inc.

Assisted Housing Services Corp.

By: 

Name: Marybeth Carragher

Title: V.P. of Consulting Services

By: 

Name: Dennis Guest

Title: President